

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

STATE OF WEST VIRGINIA ex rel.  
PATRICK MORRISEY, ATTORNEY GENERAL,

Plaintiff,

v.

Civil Action No.

COPPER BEECH TOWNHOME  
COMMUNITIES TWENTY-SIX, LLC,  
a Pennsylvania limited liability company, and  
COPPER BEECH TOWNHOME  
COMMUNITIES TWENTY-SIX SPE, LLC,  
a Delaware limited liability company,

Defendants.

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COMPLAINT FOR INJUNCTION, CONSUMER  
RESTITUTION, DISGORGEMENT, CIVIL PENALTIES,  
AND OTHER APPROPRIATE RELIEF

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Plaintiff, the State of West Virginia ex rel. Patrick Morrisey, Attorney General ("the State" or "Attorney General"), files this Complaint asking the court to temporarily and permanently enjoin the above-named Defendants, Copper Beech Townhome Communities Twenty-Six, LLC and Copper Beech Townhome Communities Twenty-Six SPE, LLC (collectively "Copper Beech" or "Defendants"), from violating the West Virginia Consumer Credit and Protection Act ("WVCCPA"), W. Va. Code § 46A-1-101 *et seq.*, and other applicable consumer protection laws and regulations, and to enter a final order awarding the State all other appropriate relief as authorized by W. Va. Code § 46A-7-108.

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JATHY S. GATSON, CLERK  
KANAWHA COUNTY CIRCUIT COURT

FILED

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Bailey

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## **I. INTRODUCTION**

1. Copper Beech is a developer, owner, and operator of residential rental housing intended for occupancy by students or others affiliated with colleges and universities. Business analysts have characterized Copper Beech as the fifth largest student housing operator in the United States, with a portfolio of approximately 16,645 beds.<sup>1</sup>

2. Copper Beech has at all times pertinent hereto owned and operated residential rental property for thousands of students and others affiliated with West Virginia University in and around Morgantown, West Virginia.

3. As a condition of occupying its rental property in West Virginia, Copper Beech required tenants to sign written leases that contain many fees and charges that violate the WVCCPA, including but not limited to, "non-refundable redecorating fees," collection fees, attorney's fees, fees for rent receipts, multiple check fees, excess fees for returned checks, and unconscionable fees for late payment of rent.

4. The purpose of this suit is to permanently enjoin Copper Beech from engaging in such practices, disgorge all such ill gotten gains, make restitution to all aggrieved consumers, and award other appropriate relief to the State and aggrieved consumers as provided by law.

## **II. PARTIES**

### ***The Plaintiff***

5. Plaintiff Patrick Morrissey is the Attorney General of the State of West Virginia and is empowered to enforce the provisions of the WVCCPA, W. Va. Code § 46A-1-101

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<sup>1</sup> See *CCG Announces Staged Acquisition of Copper Beech Townhome Communities; Initial Investment of \$262 Million in equity with a Total enterprise Value of \$970 Million*, Business Wire, Feb. 27, 2013, available at <http://businesswire.com/news/home/20130227005735/en/CCG-An...>

*et seq.*, including provisions that govern transactions between landlords and tenants pertaining to the lease and occupancy of residential rental property and the collection of accounts arising from such transactions.

### ***The Defendants***

6. Defendant Copper Beech Townhome Communities Twenty-Six, LLC is a Pennsylvania limited liability company created on December 8, 2006 with a principal office address of 2590 Park Center Boulevard, Suite 200, State College, Pennsylvania 16801.

7. Information on file with the West Virginia Secretary of State lists this Defendant's managers as John R. McWhirter and Jeanette D. McWhirter, both of 141 Blackberry Lane, Boalsburg, Pennsylvania 16827.

8. Defendant Copper Beech Townhome Communities Twenty-Six SPE, LLC, is a Delaware limited liability company created on May 16, 2011 and lists its principal office of business as 2590 Park Center Boulevard, Suite 200, State College, Pennsylvania 16801.

9. Information on file with the West Virginia Secretary of State lists this Defendant's manager as John R. McWhirter, at 141 Blackberry Lane, Boalsburg, Pennsylvania 16827.

10. Information on file with the West Virginia Secretary of State describes the purpose of both Defendants as real estate and rental and leasing, including residential, non-residential buildings and dwellings, miniwarehouses, self-storage units, and other rental enterprises.

11. Copper Beech's principal business office for its West Virginia operations is 200 Tupelo Drive, Morgantown, West Virginia 26508.



### **III. JURISDICTION AND VENUE**

12. This court has jurisdiction to hear this matter pursuant to Article VIII, Section 6 of the West Virginia Constitution. W. Va. Code § 51-2-2, and W. Va. Code § 53-5-3.

13. Venue is proper in this court pursuant to W. Va. Code § 46A-7-114 and W. Va. Code § 56-1-1(a)(6).

### **IV. BACKGROUND AND APPLICABLE LAW**

14. Copper Beech has at all times pertinent hereto owned and managed residential rental property located in or near Morgantown, West Virginia, which it rents primarily or exclusively to persons who are students of or affiliated with West Virginia University.

15. As the owner and operator of dwelling units or the buildings where dwelling units are located, Copper Beech is a "landlord" as defined by W. Va. Code § 37-6A-1(5).

16. The term "consumer" means "a natural person who incurs debt pursuant to a consumer credit sale or a consumer loan, or debt or other obligations pursuant to a consumer lease." *See* W. Va. Code § 46A-1-102(12).

17. A lease between a landlord and a tenant for residential rental property is a consumer transaction that falls within the coverage of the WVCCPA, which is regulated by the Attorney General pursuant to W. Va. Code § 46A-7-101 *et seq.*

18. In its capacity as a landlord that enters into leases with consumers, Copper Beech engages in the collection of debts from consumers or "claims" as defined by W. Va. Code § 46A-2-122(b).

19. The WVCCPA defines "debt collection" as meaning "any action, conduct or practice of soliciting claims for collection or in the collection of claims owed or due or alleged to be owed or due by a consumer." *See* W. Va. Code § 46A-2-122(c).



20. The WVCCPA defines "debt collector" as meaning "any person or organization engaging directly or indirectly in debt collection, including creditors collecting their own debts." See W. Va. Code § 46A-2-122(d) and *Thomas v. Firestone Tire and Rubber Co.*, 266 S.E.2d 905 (W. Va. 1980).

21. Copper Beech is a "debt collector" as defined by W. Va. Code § 45A-2-122(d).

22. The WVCCPA sets forth specific actions and conduct by debt collectors that are prohibited in the collection of debts in West Virginia. These provisions are found generally in W. Va. Code § 46A-2-122 up to and including W. Va. Code § 46A-2-129(a).

23. The WVCCPA prohibits a debt collector collecting, attempting to collect, or representing that it can increase an account balance by adding a debt collector's fee or charge for services rendered, interest, attorney's fees, or other such charges, however denominated, unless expressly authorized by the agreement creating the obligation and by statute. See W. Va. Code § 46A-2-127(g), W. Va. Code § 46A-2-128(c), W. Va. Code § 46A-2-128(d), and W. Va. Code § 46A-6-104.

24. A creditor must deliver to the consumer, without request, a written receipt for each payment by coin or currency on any obligation pursuant to a consumer credit sale, consumer lease or consumer loan. See W. Va. Code § 46A-2-114(1).

25. The Supreme Court of Appeals of West Virginia has held that there is, in a written or oral lease of residential premises, "an implied warranty that the landlord shall at the commencement of a tenancy, deliver the dwelling unit and surrounding premises in a fit and habitable condition, and shall thereafter maintain the leased property in such condition." See *Teller v. McCoy*, 253 S.E.2d 114, 123 (W. Va. 1978).

26. A landlord's responsibilities under the "implied warranty of habitability" as recognized by the Court were codified by the Legislature in 1978: "With respect to residential

property: (a) A landlord shall: (1) At the commencement of a tenancy, deliver the dwelling unit and surrounding premises in a fit and habitable condition, and shall thereafter maintain the leased property in such condition...." See W. Va. Code § 37-6-30(a)(emphasis added).

27. A landlord's obligation to maintain residential rental property in a fit and habitable condition at all times cannot be waived or, by contract, assigned to the tenant. See *Teller v. McCoy*, 252 S. E. 2d at 130.

28. Failure to deliver and maintain the dwelling unit and surrounding premises of residential rental property in a fit and habitable condition at all times as required by W. Va. Code § 37-6-30(a) is an unfair or deceptive act or practice, W. Va. Code § 46A-6-104.

29. The violation of West Virginia statutes pertaining to debt collection, or other laws intended to protect the public and foster fair and honest competition, constitutes an unfair or deceptive act or practice as defined by the WVCCPA, W. Va. Code § 46A-6-104.

30. Repeated and willful violations of the WVCCPA may subject the violator to civil penalties of up to \$5,000 for each violation, in accordance with W. Va. Code § 45A-7-111(2).

## **V. RELEVANT PERIOD OF TIME**

31. The relevant period of time for this civil action is the time when Copper Beech commenced the operation, management, and rental of residential rental property to consumers in West Virginia, including any period in which it collected or attempted to collect unlawful fees and charges or engaged in any of the practices set forth herein below, up to and including the present and the future.

## **VI. STATEMENT OF FACTS**

32. During the period beginning June, 2012 through the present, the Attorney General received at least 10 formal complaints from consumers reporting that Copper Beech

has engaged in a wide range of violations of the WVCCPA in the operation, management, and rental of residential property in West Virginia.

33. A review of the complaints and accompanying documents provided by consumers prompted the Attorney General to open a formal investigation of Copper Beech that led to this civil action.

34. As a condition of tenancy, Copper Beech has long required consumers to sign written leases that contain a wide range of unlawful fees and charges, and other unconscionable terms..

35. Copper Beech's standard lease requires consumers to pay a "non-refundable redecorating fee" separate and apart from the security deposit. For illustrative purposes, one such lease included the following provision:

Tenant agrees to pay a Security Deposit of \$N/A. Tenant agrees to pay non-refundable redecorating fee of \$800. Payment of the full deposit and redecorating fee is due at the signing of the lease contract . . . . Tenant agrees to pay the non-refundable redecoration fee upon signing the lease. Landlord may use the redecoration fee for touch-up painting of the leased premises, to clean the apartment and chemically clean the carpet. This fee is not intended to cover the damage to the apartment.

See lease entered into between Copper Beech and Kristen Sappinton, Victoria Long, Christopher Gates and James Long on July 26, 2013 (emphasis added), a copy of which is attached hereto as Exhibit A and incorporated by reference herein (hereinafter "the Lease").

36. In addition to the non-refundable redecorating fee charged to each tenant as a condition of renting property from Copper Beech, consumers were also charged a security deposit. Damages allegedly owed by tenants at the time they moved out were deducted from the security deposit. If the alleged damages exceeded the security deposit, no portion of the non-refundable redecorating fee was applied towards the alleged damages. Instead, Copper Beech



billed consumers for any damages or other amounts allegedly owed in excess of the security deposit.

37. If consumers failed to pay the excess amount owed after receipt of the initial bill, Copper Beech added a \$22.00 "collection fee" and referred the account to a third party collection agency, AmerAssist A/R Solutions, Inc. ("AmerAssist") of Columbus, Ohio. *See Copper Beech Resident Ledger* dated July 16, 2013 for the account of Jordan Smith, attached hereto as Exhibit B and incorporated by reference herein (collection fee of \$22 entered into account ledger on 10/25/2014).

38. During the course of the Attorney General's investigation, Copper Beech represented that it collected a total of \$604,602.50 in non-refundable redecorating fees from West Virginia tenants in 1,197 signed leases since Copper Beech's inception. Copper Beech also represented that it ceased collecting non-refundable redecorating fees from new West Virginia tenants on or about October 8, 2013.

39. The complaints filed with the Attorney General disclose that Copper Beech continued to collect non-refundable redecoration fees from consumers indirectly even after it allegedly ceased charging such fees to new tenants. This practice was illustrated by Copper Beech's attempt to collect an alleged debt of \$1,225.49 from Joshua Puller, of Morgantown, West Virginia, after termination of his tenancy in June of 2014.

40. Mr. Puller and his three co-tenants paid \$1,596 collectively when they moved in, consisting of a security deposit of \$796.00 and a non-refundable security deposit of \$800.00. After they moved out, Copper Beech billed them \$1,225.44 for alleged damages and repairs after applying the security deposit of \$796.00. *See Balance Due Notification to Mr. Puller* dated February 6, 2015 attached hereto as Exhibit C and incorporated by reference herein, which also

threatened "if your account is forwarded to collections your account will be charged an additional collection fee of \$22."

41. In response to his dispute of this debt, Copper Beech provided Mr. Puller with a Resident Ledger, which confirms that Copper Beech did not apply any portion of the non-refundable redecoration fee to the consumers' alleged damages; if it had, the balance allegedly owed would be \$425.49, and not \$1,225.49. The Resident Ledger for Mr. Puller's account is attached hereto as Exhibit D and incorporated by reference herein.

42. The Resident Ledgers, Exhibits B and D, disclose that the non-refundable redecoration fee, \$22 collection fee, and other unlawful fees charged by Copper Beech are imbedded in the amounts allegedly owed when accounts are placed for collection with AmerAssist.

43. Upon receipt of alleged delinquent accounts from Copper Beech, AmerAssist commences collection activities demanding payment of the debts to Copper Beech. AmerAssist also reports the Copper Beech accounts as unpaid debts to consumer reporting agencies.

44. Copper Beech's Lease provides: "If tenant's account is sent to a collection agency, tenant is responsible for all additional fees incurred in the process, including but not limited to reasonable attorney's fees." *See* Lease, Item 4 at 1.

45. Copper Beech's Lease provides that tenants would be assessed a "late charge" of \$25.00 if rent was not paid before the 5<sup>th</sup> day of the month, followed by an additional "late fee of \$5.00 per day" for each day thereafter indefinitely until such time as the rent was paid in full. *See* Lease, Item 4 at 1.

46. The Rules and Regulations incorporated into Copper Beech's Lease provides that tenants will be charged a fee of \$35.00 for each check returned from the bank. *See* Copper Beech Lease, Rules and Regulations, Item 41, b. at 16.

47. Copper Beech charges a fee denominated as a "convenience fee for receipt" to each consumer who requests a written receipt for their rent payment. This fee is not authorized by the Lease or by statute.

48. Copper Beech charges a fee believed to be \$20.00 per check, denominated as a "multiple check fee," whenever tenants who share a dwelling unit pay by separate checks rather than a single check. This fee is not authorized by the Lease or by statute.

49. The wide range of fees charged by Copper Beech to consumers is exemplified by the Resident Ledger provided to Joshua Puller, Exhibit D, who rented a dwelling unit from Copper Beech along with three other tenants from June 14, 2013 through June 9, 2014.

50. Mr. Puller's Residential Ledger reflects the following charges to his account:

(a) Convenience fee of \$16 for written rent receipts on July 12, 2013.

(b) Multiple check fees of \$80, \$20, and \$30 posted on September 12, 2013, October 5, 2013, and February 18, 2013, respectively.

(c) Late payment of rent fees of \$60, \$75, \$55, \$50, \$65, and \$100 posted on July 13, 2013, August 15, 2013, February 18, 2014, April 10, 2014, April 18, 2014, and May 20, 2014, respectively.

## **VII. CLAIMS FOR RELIEF**

### **FIRST CAUSE OF ACTION**

#### **(Unlawful Waiver of Landlord's Obligation to Pay for Property Maintenance and Repairs)**

51. The State reasserts each and every allegation hereinabove in this Complaint as if set forth fully herein.

52. Copper Beech required each tenant to pay a non-refundable redecoration fee, the purpose of which was "for touch-up of painting of the leased premises [and] to clean the apartment and chemically clean the carpet." *See* Exhibit A.



53. The Lease provided that the fee “is not intended to cover the damage to the apartment” (emphasis added). Accordingly the non-refundable redecoration fee constitutes a direct charge by Copper Beech to tenants at the commencement of the tenancy to prepare the unit for occupancy by the next tenant, a purpose and use that fits precisely within the category of property maintenance and repairs.

54. West Virginia law governing residential landlord-tenant relations unequivocally requires that the landlord is responsible for all costs necessary to maintain the premises in a fit and habitable condition. *See* W. Va. Code § 37-6-30(a). *See also* Syl. pt. 1, *Teller v. McCoy*, 252 S. E. 2d 114, 116 (W. Va. 1978).

55. Copper Beech’s obligation and responsibility to maintain the residential rental property in a fit and habitable condition cannot be waived. *See Teller v. McCoy*, 252 S. E. 2d at 130.

56. By engaging in the conduct as alleged in this cause of action, Copper Beech has engaged in unfair or deceptive acts or practices, in violation of W. Va. Code § 46A-6-102.

57. In each instance when Copper Beech collected a non-refundable redecoration fee from its tenants, such fee constituted an unlawful “excess charge” as defined by W. Va. Code § 46A-7-111(1) and, as such, Copper Beech is subject to a civil penalty of up to ten times the amount of the excess charge payable to the consumer. *Id.*

#### **SECOND CAUSE OF ACTION (Unlawful Debt Collection Fees and Charges)**

58. The State reasserts each and every allegation hereinabove in this Complaint as if set forth fully herein.

59. As set forth hereinabove, Copper Beech added a collection fee of \$22.00 to each alleged delinquent account before referring it to AmerAssist for collection.

60. By charging, attempting to charge, and representing that it can charge unlawful debt collection fees and charges as alleged in this cause of action, Copper Beech has violated W. Va. Code § 46A-2-127(g), W. Va. Code § 46A-2-128(c), W. Va. Code § 46A-2-128(d), W. Va. Code § 46A-6-104.

61. Each instance in which Copper Beech added a collection fee of \$22.00 or other amount to a consumer's allegedly delinquent account constitutes an unlawful "excess charge" as defined by W. Va. Code § 46A-7-111(1) and, as such, Copper Beech is subject to a civil penalty of up to ten times the amount of the unlawful excess charge payable to the consumer. *Id.*

### **THIRD CAUSE OF ACTION (Unlawful Charge of Attorney's Fees)**

62. The State reasserts each and every allegation hereinabove in this Complaint as if set forth fully herein.

63. As stated above, Copper Beech's Lease provides that consumers are obligated to pay its "reasonable attorney's fees" if their account is referred for collection or if they are sued for eviction. *See* Lease, Item 4 at 1 and Item 17 at 5.

64. By representing that consumers may be required to pay Copper Beech's reasonable attorney's fees as alleged in this cause of action, Copper Beech has violated W. Va. Code § 46A-2-127(g), W. Va. Code § 46A-2-128(c), W. Va. Code § 46A-2-128(d), W. Va. Code § 46A-6-104.

65. Each instance in which Copper Beech actually charged its attorney's fees to a consumer, if indeed it did so, constitutes an unlawful "excess charge" as defined by W. Va. Code § 46A-7-111(1) and, as such, Copper Beech is subject to a civil penalty of up to ten times the amount of the unlawful excess charge payable to the consumer. *Id.*

**FOURTH CAUSE OF ACTION**  
**(Unlawful Fees For Returned Checks)**

66. The State reasserts each and every allegation hereinabove in this Complaint as if set forth fully herein.

67. Copper Beech represents in its Lease that tenants will be charged a fee of \$35.00 for each returned check.

68. West Virginia law provides that the maximum fee that may be charged for a returned check is \$25.00. *See* W. Va. Code § 61-3-39e.

69. By charging, attempting to charge, or representing that it could charge tenants a fee of \$35.00 for each dishonored check, Copper Beech violated W. Va. Code § 46A-2-127(g), W. Va. Code § 46A-2-128(c), W. Va. Code § 46A-2-128(d), W. Va. Code § 46A-6-104.

70. Each instance in which Copper Beech actually charged consumers a fee of \$35.00 for a dishonored check, if indeed it did so, constitutes an unlawful "excess charge" as defined by W. Va. Code § 46A-7-111(1) and, as such, Copper Beech is subject to a civil penalty of up to ten times the amount of the unlawful excess charge payable to the consumer.

**FIFTH CAUSE OF ACTION**  
**(Unfair Late Fees)**

71. The State reasserts each and every allegation hereinabove in this Complaint as if set forth fully herein.

72. Copper Beech's Lease represented that tenants would be charged a late fee of \$25.00 if rent was not paid by the 5<sup>th</sup> day of the month, followed by an additional fee of \$5.00 per day to be imposed indefinitely until the rent was brought current. *See* Lease, Item 4 at 1.



73. The WVCCPA provided at all times pertinent hereto that creditors could charge a late fee of 5% of the unpaid amount of the installment, not to exceed \$15.00, in precomputed and non-precomputed consumer credit sales or consumer loans repayable in installments when payments are not made in full within ten days after their scheduled due date. *See* W. Va. Code § 46A-3-112(1)(a) and W. Va. Code § 46A-3-113(1). (The West Virginia Legislature amended the latter statutes effective June 12, 2015 by increasing the maximum late fee to \$30.00).

74. By authorizing a single late payment based upon 5% of the unpaid amount of the installment, capped at \$15.00 until recently, applicable to consumer credit sales and consumer loans repayable in installments, the West Virginia Legislature established a standard for measuring reasonability in the assessment of late fees in similar consumer transactions.

75. By charging an initial flat fee of \$25.00 on the first day after a payment due date, followed by a daily late fee of \$5.00 to be assessed indefinitely until an account is brought current, Copper Beech has engaged in unfair or deceptive acts or practices in violation of W. Va. Code § 46A-6-104. In addition, Copper Beech's late fee provision is unconscionable.

76. Each instance in which Copper Beech charged late fees in amounts determined by the court to be excessive constitutes an unlawful "excess charge" as defined by W. Va. Code § 46A-7-111(1) and, as such, Copper Beech is subject to a civil penalty of up to ten times the amount of the unlawful excess charge payable to the consumer. *Id.*

**SIXTH CAUSE OF ACTION**  
**(Unlawful Fees for Written Rent Receipts)**

77. The State reasserts each and every allegation hereinabove in this Complaint as if set forth fully herein.

78. Copper Beech charged a fee of unknown amount that it termed a "convenience fee for receipt" to each consumer who requested a written receipt for their rent payment.

79. The WVCCPA provides that a creditor must deliver to the consumer, without request or charging a fee, a written receipt for each payment by coin or currency on any obligation pursuant to a consumer credit sale, consumer lease or consumer loan. *See* W. Va. Code § 46A-2-114(1).

80. By charging, attempting to charge, and representing that it can charge a fee for the provision of written rent receipts to tenants as alleged in this cause of action, Copper Beech has violated W. Va. Code § 46A-2-127(g), W. Va. Code § 46A-2-128(c), W. Va. Code § 46A-2-128(d), W. Va. Code § 46A-2-114(1) and W. Va. Code § 46A-6-104.

81. Each instance in which Copper Beech charged a consumer a fee in any amount for provision of a written receipt for rent payment constitutes an unlawful "excess charge" as defined by W. Va. Code § 46A-7-111(1) and, as such, Copper Beech is subject to a civil penalty of up to ten times the amount of the unlawful excess charge payable to the consumer.  
*Id.*

**SEVENTH CAUSE OF ACTION**  
**(Unlawful Fee for Multiple Checks )**

82. The State reasserts each and every allegation hereinabove in this Complaint as if set forth fully herein.

83. Copper Beech charged consumers a fee believed to be \$20.00 or more in each instance when tenants paid their rent by multiple checks rather than by a single check for everyone.

84. By charging, attempting to charge, and representing that it can charge a fee for payment by multiple checks rather than a single check as alleged in this cause of action, Copper Beech has imposed unlawful debt collection fees and charges in violation of W. Va. Code § 46A-2-127(g), W. Va. Code § 46A-2-128(c), W. Va. Code § 46A-2-128(d), W. Va. Code § 46A-6-104.

85. Each instance in which Copper Beech charged a fee of \$20.00 or any amount to consumers for payment by multiple checks rather than a single check constitutes an unlawful "excess charge" as defined by W. Va. Code § 46A-7-111(1) and, as such, Copper Beech is subject to a civil penalty of up to ten times the amount of the unlawful excess charge payable to the consumer. *Id.*

### **VIII. PRAYER**

WHEREFORE, the State respectfully prays that it be granted relief against Copper Beech as follows:

(a) That the court enter a final order finding that Copper Beech has violated the WVCCPA as alleged herein and permanently enjoining Copper Beech from violating the WVCCPA and other applicable consumer protection laws in its future business practices;

(b) That the court enter a final order finding that Copper Beech has engaged in unfair or deceptive acts or practices in violation of W. Va. Code § 46A-6-104 by disclaiming its obligation to pay for the costs of maintenance and repairs in the operation of its residential rental property and passing such costs onto consumers;



(c) That the court enter a final order finding that Copper Beech's imposition of non-refundable redecoration fees, collection fees, attorney fees, returned check fees, and late fees constitute unlawful "excess charges" as defined by W. Va. Code § 46A-7-111(1).

(d) That the court enter a final order finding that Copper Beech has engaged in the practice of willfully imposing the aforesaid "excess charges" upon consumers in deliberate violation or reckless disregard of the WVCCPA and, as such, that Copper Beech be ordered to pay each such aggrieved consumer a civil penalty of up to ten times the amount of the excess charge, as authorized by W. Va. Code § 46A-7-111(1);

(e) That the court enter a final order finding that Copper Beech has engaged in a course of repeated and willful violations of the WVCCPA as alleged in the causes of action set forth herein above and requiring Copper Beech to pay a civil penalty of up to \$5,000.00 to the State for each such violation as authorized by W. Va. Code § 46A-7-111(2);

(f) That the court enter a final order requiring Copper Beech to disgorge all amounts that it collected directly or through its collection agency, AmerAssist, and that those amounts be refunded to consumers;

(g) That the court enter a final order requiring that the accounts of all West Virginia consumers who paid non-refundable redecoration fees to Copper Beech as a condition of their tenancy be closed with a zero balance and requiring Copper Beech to notify consumer reporting agencies to delete all information about such accounts from consumers' credit records;

(h) That the court enter a final order as authorized by W. Va. Code § 46A-7-108 requiring that Copper Beech reimburse the State for all of its attorney's fees and costs expended in connection with the investigation and litigation of this matter; and

(i) That the court enter a final order awarding the State such other and further equitable relief as is proper and just arising from this matter.

Respectfully submitted,

STATE OF WEST VIRGINIA ex rel.  
PATRICK MORRISEY,  
ATTORNEY GENERAL, Plaintiff

By Counsel



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## LEASE

THIS IS A RESIDENTIAL LEASE. EACH TENANT SHOULD READ THIS LEASE CAREFULLY. EACH TENANT SHOULD NOT SIGN THIS LEASE UNTIL EACH TENANT UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE.

### 1. NAMES OF LANDLORD AND TENANT

Name of the **LANDLORD**: Copper Beech Townhome Communities Twenty-Six, LLC

Name(s) of the **Tenant(s)**: Kristen Sappington  
Victoria Long  
Christopher Gates  
James Long

EXHIBIT  
A

### 2. LEASED PROPERTY - Furnished

The *leased property* is the place that **LANDLORD** agrees to lease to **TENANT**. The leased property is: 108 Arrowwood Drive, Morgantown, WV 26508, attached porch and deck, plus 4 parking pass(s).

### 3. STARTING AND ENDING DATES OF LEASE AGREEMENT

This lease starts on 07/26/2013 (NOON)

This lease ends on 07/21/2014 (NOON)

### 4. RENT

The amount of rent due for the lease contract is: \$19152.00. This is to be paid in 12 equal payments of \$1596 with the first installment due no later than 07/26/2013. In addition, an annual activity fee of \$75 per person is due no later than NA for use of the clubhouse and community facilities.

**TENANT** agrees to pay the rent each month in advance on or before the 1st day of each month.

**LANDLORD** does not have to ask (**MAKE DEMAND UPON**) **TENANT** to pay the rent. **TENANT** agrees to pay rent by first class mail postage prepaid or in person to **LANDLORD** at the place specified by **LANDLORD**.

**TENANT** will be assessed a **LATE CHARGE** of \$25.00 if rent has not been paid prior to the fifth day of the month. An additional late fee of \$5.00 per day will accrue for each day beyond the fifth if **TENANT** does not pay the rent on time. If **TENANT** mails the rent to **LANDLORD**, the date of payment will be the date the envelope receives U.S. postmark.

If **TENANT'S** account is sent to a collection agency, **TENANT** is responsible for all additional fees incurred in the process, including but not limited to reasonable attorney's fees.

**TENANT** agrees to pay non-refundable redecorating fee of \$800.00. Payment of the redecorating fee is due at the time of signing the lease contract.

**TENANT** agrees that this fee does NOT release the **TENANT** of responsibility for care and cleanliness of the leased premises. This fee is used upon move out to return the unit to its original condition, but is not intended to cover issues beyond normal wear and tear. Damages beyond normal wear due to customary use of the apartment will be paid by the **TENANT**. These may include but are not limited to drywall repairs, removal of carpet stains, replacement of carpets, or the requirement of excessive paint. At termination of this lease, all personal items, trash and refuse must be removed by **TENANT**. An additional charge for removal and storage will be assessed if any personal items are left in the apartment. (Please see Check Out Procedure for additional information).

### 5. SECURITY DEPOSIT

**TENANT** agrees to pay a security deposit of \$N/A. Payment of the full deposit is due at the time of signing the lease contract.

**LANDLORD** can take money from the security deposit to pay for any damages caused by **TENANT**, **TENANT'S** family and **TENANT'S** guests. **LANDLORD** may take the security deposit to pay for any unpaid rent, unpaid fees, cleaning charges or damages.

Landlord Initials RLD

1



Tenant Initials VL KLS JL CG



After taking out for cleaning or damage charges, unpaid fees, and unpaid rent, **LANDLORD** agrees to send to **TENANT** any security deposit money left over. **LANDLORD** will send the remaining security deposit money to **TENANT** no later than 30 days after the lease ends and **TENANT** leaves. **LANDLORD** also agrees to send to **TENANT** a written list of charges and amounts of money taken from the security deposit.

**TENANT** agrees to give **LANDLORD** a written forwarding address when **TENANT** leaves and the lease ends.

**TENANT** may not use the security deposit as payment of the last month's rent.

#### 6. LANDLORD'S DUTY AT THE START OF THE LEASE

**LANDLORD** agrees to give **TENANT** possession of the leased property on the starting date of the lease. The lease will start even if **LANDLORD** cannot give **TENANT** possession of the leased property because the prior **TENANT** is still in the leased property or the leased property is damaged or if the property is not ready. **IF LANDLORD CANNOT GIVE TENANT POSSESSION, TENANT DOES NOT HAVE TO PAY RENT UNTIL THE DAY LANDLORD GIVES POSSESSION OF THE LEASED PROPERTY TO TENANT. IF LANDLORD PROVIDES ALTERNATE HOUSING, TENANT IS REQUIRED TO PAY RENT. If LANDLORD is unable to deliver the premises within 30 days from the start of the lease, TENANT may terminate the lease.**

**IF THE SPECIFIC LEASED UNIT IS NOT AVAILABLE, THE LEASE CAN BE TRANSFERRED TO ANOTHER UNIT AS LONG AS IT IS THE SAME FLOORPLAN.**

#### 7. DAMAGE TO LEASED PROPERTY

**TENANT** agrees to notify **LANDLORD** immediately if the leased property is damaged by fire or any other cause. **TENANT** agrees to notify **LANDLORD** if there is any condition in the leased property that could damage the leased property or harm **TENANT** or others. If **TENANT** cannot live in the whole leased property because it is damaged or destroyed AT NO FAULT OF THE **TENANT**, **TENANT** may:

1) live in the undamaged part of the leased property and pay less rent until the leased property is repaired.

OR

2) end the lease and leave the leased property.

**TENANT** agrees that if the leased property is damaged or destroyed and **TENANT** ends the lease, **LANDLORD** has no further responsibility to **TENANT** and in this case, **LANDLORD** agrees to refund the full security deposit and the, otherwise non-refundable, redecoration fee.

#### 8. INSURANCE

**LANDLORD** agrees to have insurance on the building where the leased property is located. **TENANTS** own property is not insured by **LANDLORD's** insurance. **TENANT** is responsible for **TENANT'S** own property that is located in the leased property. **TENANT** is strongly encouraged to acquire renter's insurance for the term of their lease contract.

#### 9. TRANSFERS BY TENANT

**TENANT** agrees not to transfer this lease to anyone else without the written permission of **LANDLORD**.

**TENANT** agrees not to lease all or any part of the leased property to anyone else without the written consent of **LANDLORD**. **TENANT** agrees that if **TENANT** transfers this lease or leases all or a part of the leased property to another, **TENANT** has broken this lease. Guests of **TENANT** may not stay in the unit longer than seven (7) consecutive days without written permission of **LANDLORD** and never without the presence of the **TENANT**.

#### 10. RESPONSIBILITY FOR DAMAGE TO PROPERTY OR INJURY TO PEOPLE

**LANDLORD** is responsible for all damage to property or injury to people that is the fault of **LANDLORD** or people employed by **LANDLORD** at the leased property. **TENANT** is responsible for all damage to the leased property and injury to people caused by **TENANT**, **TENANT'S** family or guests.

Landlord Initials MD

2



Tenant Initials VL KLS-J CG



**TENANT** agrees that **LANDLORD** is not responsible to **TENANT** **TENANT'S** family or guests for damage or injury caused by water, snow or ice that comes on the leased property unless **LANDLORD** was at fault.

**TENANT** is responsible for promptly reporting any damaged utility, appliance or system that fails for any reason, which may cause damage to the property. **LANDLORD** is not responsible for damage caused by prolonged exposure, which could have been prevented with reasonable notification.

#### 11. USE OF LEASED PROPERTY

**TENANT** agrees to use the leased property only as a residence. **TENANT** agrees to obey all federal, state and local laws and regulations when using the leased property. **TENANT** agrees not to store any flammable or dangerous things in or around the leased property.

**TENANT** agrees not to do anything in or around the leased property which could harm anyone or damage any property.

**TENANT** agrees that **TENANT** will not allow more than 1 person per bedroom to live in the leased property without the written permission of **LANDLORD**.

#### 12. RULES AND REGULATIONS

**TENANT** agrees to obey all rules and regulations for the leased property. If **TENANT** breaks any rules or regulations for the leased property, **TENANT** breaks this lease. The Rules and Regulations attached to this Lease, and any amendments thereto, are incorporated herein by reference.

#### 13. LANDLORD'S RIGHT TO PUT A MORTGAGE ON THE LEASED PROPERTY

**TENANT** agrees that **LANDLORD** has the right to put a mortgage on the leased property. If **LANDLORD** has a mortgage on the leased property now, or if **LANDLORD** gets a mortgage later, **TENANT** agrees that this lease is lower in right to the mortgage that the **LANDLORD** has put on the leased property.

#### 14. CARE OF LEASED PROPERTY

**TENANT** is responsible for, and will take good care of, the leased property and all of the property in and around the leased property. **TENANT** agrees to pay for any damage which is the fault of **TENANT**, **TENANT'S** family and **TENANT'S** guests. **TENANT** agrees to move out and give back the leased property to **LANDLORD** when the lease ends.

#### 15. LANDLORD'S RIGHT TO ENTER LEASED PROPERTY

**TENANT** agrees that **LANDLORD** may enter the Leased Property in the event of an emergency, to make repairs or improvements, or to show the Leased Property to prospective buyers or **TENANTS**. **LANDLORD** may also enter the **Leased Property** to conduct quarterly inspections, if the **LANDLORD** so chooses, to check for safety or maintenance problems. **LANDLORD** may also enter to inspect Leased Property at other than quarterly intervals, alone or with qualified agents, based on credible concerns, such as unusual water bills, reports or complaints from neighbors, service providers, utility or maintenance workers, or others who may have expressed cause for concern. **TENANT** and/or **TENANT'S** guests will cooperate and not interfere with such inspections. Except in cases of emergency, **TENANT'S** abandonment of the Leased Property, court order, or where it is impractical to do so, **LANDLORD** will give **TENANT** at least twenty-four (24) hours' notice before entering.

#### 16. UTILITY SERVICES

**LANDLORD** and **TENANT** agree to pay for the charges for utilities and services supplied to the leased property as follows:

**Charge or Service:**

Television Cable  
Electric to Property  
Water Service  
Refuse Collection  
Lawn Maintenance

**Paid By:**

**LANDLORD**  
**TENANT**  
**TENANT**  
**LANDLORD**  
**LANDLORD**

Landlord Initials BD

3



Tenant Initials VL KLS JL CG



Snow and Leaf Removal of Roads and Grounds  
Snow and Leaf Removal of Porches, Decks, Stairs and Parking spaces  
Sewer Charges  
Pest Control Charges  
Internet Connection

LANDLORD  
TENANT  
TENANT  
TENANT  
LANDLORD

**LANDLORD** has the right to turn off service to the leased property in order to make repairs or to do maintenance.

**LANDLORD** HAS THE RIGHT TO TURN OFF CABLE AND INTERNET IF RENT IS NOT PAID.

#### 17. WHAT HAPPENS IF TENANT BREAKS ANY AGREEMENTS IN THIS LEASE

LEASE IS NOT BROKEN DUE TO CHANGE OF LIFESTYLE OR HEALTH UNLESS PROTECTED BY LEGAL STATUTE.

WHEN **TENANT** DOES NOT DO SOMETHING THAT **TENANT** HAS AGREED TO DO, **TENANT** BREAKS THIS LEASE.

IF **TENANT** BREAKS THIS LEASE, **LANDLORD** HAS THE RIGHT TO ACCELERATE THE RENT TO EQUAL THE ORIGINAL LEASE TOTAL.

IF **TENANT** BREAKS THIS LEASE, **TENANT** MAY LOSE **TENANT'S** SECURITY DEPOSIT.

IF **TENANT** BREAKS THIS LEASE, **LANDLORD** ALSO CAN SUE **TENANT** FOR OTHER EXPENSES AND MAY GO TO COURT TO REMOVE **TENANT** FROM THE LEASED PROPERTY.

IF THERE IS ONLY ONE **TENANT** ON THIS LEASE, THEN THE **LANDLORD** CAN ONLY SUE ONE **TENANT** FOR THAT **TENANT'S** BREAKING THE AGREEMENTS MADE IN THIS LEASE.

IF THERE IS MORE THAN ONE **TENANT**, THEN THE **LANDLORD** CAN SUE ALL **TENANTS** TOGETHER AS A GROUP.

**TENANT** BREAKS THIS LEASE IF **TENANT**:

- 1) DOES NOT PAY RENT OR OTHER CHARGES TO **LANDLORD** ON TIME
- 2) LEAVES THE LEASED PROPERTY FOR GOOD WITHOUT THE **LANDLORD'S** PERMISSION BEFORE THE END OF THE LEASE
- 3) DOES NOT LEAVE THE LEASED PROPERTY AT THE END OF THE LEASE
- 4) DOES NOT DO ALL OF THE THINGS THAT **TENANT** AGREED TO DO IN THIS LEASE

**LANDLORD** DOES NOT HAVE THE RIGHT TO THROW **TENANT** OUT OF THE LEASED PROPERTY. THE **LANDLORD** CAN ONLY EVICT **TENANT** BY COURT ACTION.

IF **TENANT** IS EVICTED DUE TO DOCUMENTED CRIMINAL ACTIVITY, **TENANT** WILL BE HELD RESPONSIBLE FOR THE FINANCIAL OBLIGATION OF THE LEASE UNTIL A REPLACEMENT **TENANT** OR SUBLETTER IS FOUND.

THE **LANDLORD** DOES NOT HAVE THE RIGHT TO SUE IN COURT FOR EVICTION UNLESS A **TENANT** HAS BROKEN THE AGREEMENTS IN THIS LEASE. EVEN THOUGH EACH **TENANT** IS GIVING UP NOTICE TO QUIT, EACH **TENANT** WILL HAVE A CHANCE IN COURT TO HAVE A JUDGE DECIDE ON **LANDLORD'S** CLAIM FOR EVICTION.

IF **TENANT** BREAKS THE LEASE AGREEMENT, THE **LANDLORD** MAY SUE EACH **TENANT** IN COURT.

Landlord Initials

*[Handwritten Signature]*

4



Tenant Initials

*VL KCSL CG*



1) TO COLLECT OVERDUE RENT, LATE CHARGES, AND MONTHLY DAMAGES CAUSED BY **TENANT'S** BREAKING THE AGREEMENTS IN THE LEASE.

2) TO GET THE LEASED PROPERTY BACK (EVICTION).

3) TO COLLECT FOR UNPAID RENT UNTIL THE END OF THE LEASE OR UNTIL ANOTHER PERSON MOVES INTO THE LEASED PROPERTY AS A NEW **TENANT**.

IF **LANDLORD** WINS A LAWSUIT AGAINST **TENANT**, **LANDLORD** CAN USE THE COURT PROCESS TO TAKE **TENANT'S** PERSONAL GOODS, FURNITURE, MOTOR VEHICLES AND MONEY IN BANKS.

**TENANT** AGREES THAT **LANDLORD** MAY RECEIVE REASONABLE ATTORNEYS FEES AS PART OF A COURT RULING IN A LAWSUIT AGAINST **TENANT** FOR BREAKING THE AGREEMENTS OF THIS LEASE.

### 18. SPECIAL CONDITIONS

The Attorney General has not pre-approved any special conditions/additional terms added by the **LANDLORD** or **TENANT** after the plain language pre-approval of this contract.

**NOTICE TO TENANTS.** **TENANT(S)** should exercise whatever due diligence **TENANT(S)** deem necessary with respect to information on any sexual offenders registered under Chapter 23 (sec. 19.2-387 et seq.) of Title 19. Such information may be obtained by contacting your local police department or the Department of State Police, Central Records Exchange.

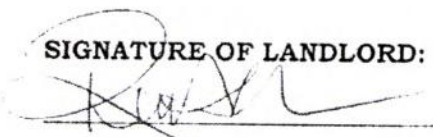
Copper Beech Townhome Communities is the owner/manager of the leased unit. All correspondence regarding this lease should be directed to 200 Tupelo Drive, Morgantown, WV 26508 or via phone at 304-292-7970. Should the property be sold, **LANDLORD** will notify **TENANT** of the sale and disclose the appropriate information of the purchaser.

**BY SIGNING THIS LEASE AGREEMENT, EACH TENANT AGREES THAT THE TENANT HAS READ AND UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE.**

DATE

SIGNATURE OF LANDLORD:

1/26



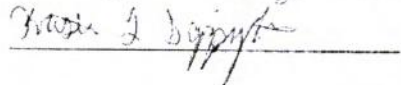
DATE

SIGNATURE OF TENANT(S) :

1-23-13



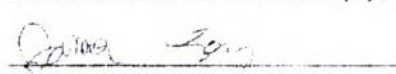
1-23-13



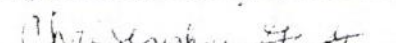
DATE

SIGNATURE OF TENANT(S) :

1-23-13



1/23/13



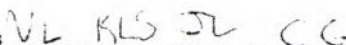
Landlord Initials



5



Tenant Initials



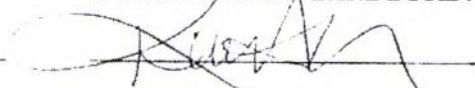
# OTHER AGREEMENTS BETWEEN LANDLORD AND TENANT

**LANDLORD** and **TENANT** agree that the additional agreements are part of this lease agreement. **TENANT** agrees that upon signing the lease agreement it is considered legal and binding even if the guarantor form has failed to be provided to the **LANDLORD**.

GUARANTY  
INTERNET/ETHERNET AGREEMENT  
NO PET AGREEMENT  
PET AGREEMENT (IF APPLICABLE)  
FURNISHINGS AGREEMENT  
FIRE SAFETY AGREEMENT  
DRUG AND CRIME FREE AGREEMENT  
RULES AND REGULATIONS AND CHECK-OUT PROCEDURES

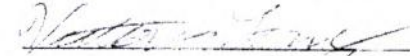
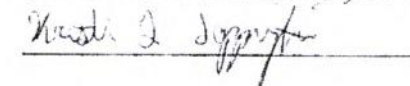
DATE

SIGNATURE OF LANDLORD:

1/28 


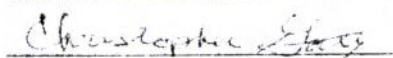
DATE

SIGNATURE OF TENANT(S) :

1-23-13   
1-23-13 

DATE

SIGNATURE OF TENANT(S) :

1-23-13   
1/27/13 

Landlord Initials



6



Tenant Initials

VL KLS JL CG



# INTERNET/ETHERNET AGREEMENT

**LANDLORD:** Copper Beech Townhome Communities Twenty-Six, LLC

**TENANT(S):** Kristen Sappington, Victoria Long, Christopher Gates, James Long

**LEASED PREMISES:** 108 Arrowwood Drive, Morgantown, West Virginia, 26508

**STARTING DATE OF LEASE:** 07/26/2013 (NOON)

**ENDING DATE OF LEASE:** 07/21/2014 (NOON)

## PROVIDER OF SERVICE

**LANDLORD** provides direct connections to an internet service provider and/or a university network, where available as chosen by **LANDLORD**. This service is available to **TENANT** at no additional charge. **TENANT** may not withhold any portion of rent due to lack of internet service. **TENANT** may find it necessary to purchase a Network Interface Card and/or other equipment to connect **TENANT'S** PC to the **LANDLORD'S** network. This equipment and expense will be **TENANT'S** sole responsibility.

In the event **TENANT** is in default under any of the terms of this lease, or in violation of the terms and conditions of the internet service provider and/or the terms and conditions governing the use of university provided services, **LANDLORD** has the right to discontinue **TENANT'S** connections to the internet service provider and/or university provided services.

Should **TENANT** desire to use alternative Internet or on-line services, **TENANT** shall have the right to do so, at **TENANT'S** expense. **LANDLORD** will not be liable for any interruption, surge, or failure of utilities or services provided to **TENANT** or any damage directly or indirectly caused by the interruption, surge or failure.

## RESPONSIBILITY FOR CONTENT OF TRANSMISSIONS

**TENANT** is solely responsible for the content of any transmissions made by any **TENANT** and any third party utilizing the connections provided by the **LANDLORD**. **TENANT** use of any other organization network or computing resources is subject to their respective permission and usage policies. **TENANT** agrees to comply with all applicable laws with regard to the transmission and use of information and content, and the solicitation of any activity that is prohibited by applicable law over the Internet. **TENANT** further agrees not to use the Internet service for illegal purposes, to interfere with or disrupt other network users, network services or network equipment. **TENANT** shall be liable for and shall indemnify and defend **LANDLORD** from and against all claims in anyway arising from or related to (i) the alleged infringement of patent, trademark, design, copyright or any other intellectual property right in relation to the **TENANT** use of the services and (ii) **TENANT** use or inclusion of any information, photographs, art work or other content (including without limitation claims based on invasion of privacy, right of publicity, the Communications Decency Act of 1996, obscenity or pornography, and the violation of any states or ordinances or other laws).

## REGISTRATION

**TENANT** understands that Internet use, and related products and services provided under this agreement may require registration and related administrative reports that are public in nature.

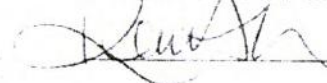
## LIMITATION OF ACCESS BY TENANT

**TENANT** shall limit access to and use of the Internet connecting services solely for their own use, and shall not resell or otherwise generate income by providing access to the Internet service to other parties. **TENANT** right to use the Internet services and products provided hereunder is limited to **TENANT**, and is nontransferable.

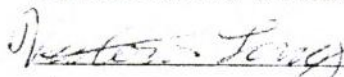
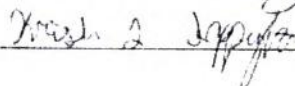
## TENANT RESPONSIBILITIES

It is **TENANT'S** responsibility to maintain all equipment that will connect to and utilize the network connection. This includes installation of appropriate anti-virus software, security updates for installed software and any other activity to maintain equipment functionality. If at any time the **TENANT'S** equipment is discovered to cause detrimental activity on the network (such as virus attacks, aggressive host scans, providing IP addresses over the network, etc.), the unit will be disconnected from the network and will not be reconnected until the **TENANT** resolves the issue within the unit.

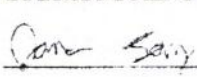
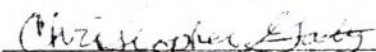
**DATE** **SIGNATURE OF LANDLORD:**


1/28 

**DATE** **SIGNATURE OF TENANT(S) :**

1-23-13   
1-23-13 

**DATE** **SIGNATURE OF TENANT(S) :**

1-23-13   
1/23/13 

Landlord Initials 

8



Tenant Initials VL KLS SL CG



# NO PET AGREEMENT

**LANDLORD:** Copper Beech Townhome Communities Twenty-Six, LLC

**TENANT(S):** Kristen Sappington, Victoria Long, Christopher Gates, James Long

**LEASED PREMISES:** 108 Arrowwood Drive, Morgantown, West Virginia, 26508

**STARTING DATE OF LEASE:** 07/26/2013 (NOON)

**ENDING DATE OF LEASE:** 07/21/2014 (NOON)

**TENANT** agrees that **TENANT** will NOT keep any animal/pet on the leased premises. **TENANT** agrees that **TENANT** WILL NOT ALLOW **TENANT'S** family, guests, or others to have animals/pets on the leased premises. The **TENANT** acknowledges that any violation of the Copper Beech "No Pet Agreement" will result in damage charges being assessed by Copper Beech including, but not limited to, damage to carpeting, and furniture. Allergens shall be considered damages. Carpets and fabric items will be replaced if a pet is in the unit for any period of time. As a result of this known damage, the **TENANT** expressly agrees to the following actions for all violations of the Copper Beech "No Pet Policy":

- (a) Immediate removal of the unauthorized animal/pet. Illegal Pets includes all pets except for FISH which may be in a tank no larger than 25 Gallons.
- (b) \$500 fee to be immediately applied against **TENANT'S** deposit (if applicable), or billed directly to the **TENANT** with payment required within 72 hours. In cases where the **TENANT'S** deposit is utilized for violation of the "No Pet Policy," the **TENANT** expressly agrees to replenish the deposit amount within 72 hours of notice of the violation.
- (c) In addition to section (b), above, the **TENANT** also expressly agrees to pay for all specific damages incurred by **LANDLORD**.

The **TENANT** acknowledges that the Copper Beech "No Pet Policy" applies whether the animal/pet belongs to the **TENANT** or not. Further, the **TENANT** acknowledges that the fee assessed pursuant to item (b), above, applies whether or not the unit is specifically damaged.

Failure to remove the unauthorized animal/pet within 24 hours of notice by Copper Beech will result in an additional charge of \$25 per day.

**LANDLORD** and **TENANT** agree that this NO PET AGREEMENT is part of the lease between **LANDLORD** and **TENANT**.

**DATE** **SIGNATURE OF LANDLORD:**

1/21 [Signature]

**DATE** **SIGNATURE OF TENANT(S):**

1-23-13 [Signature]  
1-23-13 [Signature]

**DATE** **SIGNATURE OF TENANT(S):**

1-23-13 [Signature]  
1/23/13 [Signature]

Landlord Initials [Signature]

9



Tenant Initials VL KLS-J- CG

# FURNISHINGS ADDENDUM

LANDLORD: Copper Beech Townhome Communities Twenty-Six, LLC

TENANT(S): Kristen Sappington, Victoria Long, Christopher Gates, James Long

LEASED PREMISES: 108 Arrowwood Drive, Morgantown, West Virginia, 26508

STARTING DATE OF LEASE: 07/26/2013 (NOON)

ENDING DATE OF LEASE: 07/21/2014 (NOON)

TENANT agrees that all items furnished in the leased premises are property of Copper Beech Townhomes. These include, but are not limited to: furniture, digital cable boxes, cable modems, unit switches, etc. All items are expected to be treated with care and returned in the same condition they were received, less normal wear and tear. All items must be left in the unit at the termination of the lease agreement. Any damages to the furnishings or replacements required will be at TENANTS' expense.

LANDLORD and TENANT agree that this FURNISHINGS AGREEMENT is part of the lease between LANDLORD and TENANT.

DATE SIGNATURE OF LANDLORD:

1/23 [Signature]

DATE SIGNATURE OF TENANT(S) :

1-23-13 [Signature]  
1-23-13 [Signature]

DATE SIGNATURE OF TENANT(S) :

1-23-13 [Signature]  
1/23/13 [Signature]

Landlord Initials [Signature]

10



Tenant Initials VL KS JL CG



# FIRE SAFETY AGREEMENT

LANDLORD: Copper Beech Townhome Communities Twenty-Six, LLC

TENANT(S): Kristen Sappington, Victoria Long, Christopher Gates, James Long

LEASED PREMISES: 108 Arrowwood Drive, Morgantown, West Virginia, 26508

STARTING DATE OF LEASE: 07/26/2013 (NOON)

ENDING DATE OF LEASE: 07/21/2014 (NOON)

The LANDLORD certifies to TENANT that all fire extinguishers and smoke alarms are in proper working condition and the fire extinguisher has been inspected within the last year. All fire safety equipment is guaranteed to be in place and fully functional at the start of this lease.

TENANTS are advised that it shall be their sole responsibility to verify that the life safety equipment including all smoke alarms and fire extinguishers are in working order and that the fire extinguisher has a valid inspection tag on it. If there are any discrepancies with the equipment or malfunctions noted at any time, it shall be the TENANT'S responsibility to notify the LANDLORD immediately so that those issues can be addressed. TENANT further understands that it shall be their responsibility to maintain the batteries in the smoke detectors at all times throughout the duration of this lease agreement. If a low battery warning begins to sound, which is usually indicated by a repetitive "chirping sound" or intermittent beeping then the battery should be replaced immediately. Note that is a violation of law to remove the batteries from the smoke detector or to otherwise remove or disable the detectors within the apartment. Per the terms of the lease and according to local ordinances, TENANT can be fined for willfully disabling or tampering with any of the fire prevention devices located within the apartment.

For additional information regarding the safety equipment in the apartment, please refer to the Rules and Regulations section of the lease agreement.

DATE SIGNATURE OF LANDLORD:

1/28 [Signature]

DATE SIGNATURE OF TENANT(S) :

1-25-13 [Signature]

1-23-13 [Signature]

DATE SIGNATURE OF TENANT(S) :

1-23-13 [Signature]

1/23/13 [Signature]

Landlord Initials

CS

11



Tenant Initials

VL KLS JL CG



# DRUG AND CRIME FREE / AGREEMENT

**LANDLORD:** Copper Beech Townhome Communities Twenty-Six, LLC

**TENANT(S):** Kristen Sappington, Victoria Long, Christopher Gates, James Long

**LEASED PREMISES:** 108 Arrowwood Drive, Morgantown, West Virginia, 26508

**STARTING DATE OF LEASE:** 07/26/2013 (NOON)

**ENDING DATE OF LEASE:** 07/21/2014 (NOON)

To ensure a safer environment for the members of our community, each **TENANT** of the lease agrees to adhere to the following rules concerning any illegal activity with transpires in their unit or on the common grounds of the **LANDLORD's** property.

1. **TENANT(S)** and their guests shall not engage in criminal activity on or near the leased premises, including Drug-related criminal activity. "Drug-related Activity" means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use a controlled substance.
2. **TENANT(S)** and their guests shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity on or near the leased premises.
3. **TENANT(S)** and their guests will not permit the leased unit to be used for or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. **TENANT(S)** and their guests shall not engage in the unlawful manufacturing selling, using, storing, keeping, or giving of a controlled substance at or near the leased premises.
5. **TENANT(S)** and their guests shall not engage in any illegal activity, including but not limited to prostitution, criminal gang activity, threatening, intimidating, or battery.
6. **TENANT(S)** and their guests will not engage in or contribute to any activities that jeopardize the health, safety, and welfare of the **LANDLORD** and their agents, or any other **TENANTS** of the community.
7. **TENANT(S)** and their guests will not engage in any activities that inflict serious property damage to the leased premises or any common areas of the community.
8. **TENANT(S)** and their guests will not bring illegal firearms and/or firearms that are not registered to the carrier on the premises. At no time will any firearm be discharged by **TENANT** and/or guests on or near premises.
9. **TENANT(S)** agree to abide by the property's speed limit of 10MPH anywhere on Copper Beech property. They further agree that reckless driving on Copper Beech property is cause for revocation of parking permits and may result in a lease violation or revocation of privileges to keep or operate a vehicle on Copper Beech property. I also agree to comply with all additional parking regulations that may be added or amended in the future.

**Violation of the above provisions shall be considered to be grounds for possible termination of tenancy.** It is understood that any single violation shall be good cause for immediate termination of the lease. Unless otherwise provided for by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence. Note: These requirements do not constitute a guarantee or representation that residents or occupants residing at this apartment community have not been convicted of a felony or are not subject to deferred adjudication for a felony.

**DATE** **SIGNATURE OF LANDLORD:**

1/28 [Signature]

**DATE** **SIGNATURE OF TENANT(S) :**

1-23-13 [Signature]

1-23-13 [Signature]

**Landlord Initials** [Initials]

**DATE** **SIGNATURE OF TENANT(S) :**

1-23-13 [Signature]

1/23/13 [Signature]

**Tenant Initials** [Initials] [Initials] [Initials] [Initials]





## RULES AND REGULATIONS

1. In addition to the terms, covenants, and conditions contained in the lease agreement, **TENANT** agrees to be bound by the rules and regulations of the community as are outlined below.
2. **LANDLORD** reserves the right to alter, modify, and amend these rules and regulations, provided that such amendment, modification, or alteration shall serve the purpose of reasonably preserving the leased property and the rights and interests of the **TENANTS** to quiet enjoyment of the property. In the event rules and regulations are modified by the **LANDLORD**, **TENANT** shall be notified of such change in writing at least 30 days prior to the change taking effect.
3. **TENANT** shall be responsible for all damage or injury resulting from any violation of the rules and regulations.
4. **TENANT** shall not make or permit any disturbing noises on the property by himself, members of his family, guests or permit anything to be done that will interfere with the right, comforts, or convenience of other **TENANTS**. The **LANDLORD** acknowledges the right of the **TENANT** to entertain guests, but requires that no more than (6) six people be permitted in the unit or on the deck at any one time and that order and tranquility prevail at all times. **TENANT** shall not play any musical instrument or loud stereo, television, radio or other audio equipment on the premises between eleven o'clock p.m. and eight o'clock a.m. A lease violation of \$200 will be charged for loud parties, loud music, loud car radios, and parties and/or gatherings of more than (6) six occupants, and other disturbing noises.
5. **TENANT** shall keep the property in good state of preservation and cleanliness. **TENANTS** are responsible for keeping areas nearby their porch from any trash, cigarette butts or debris. If any such matter is found in these areas, **TENANT** may be charged a minimum of \$25 per incident. Any trash bags that are left on the grounds and porches will be removed to the dumpsters. The **TENANTS** responsible for the trash will be charged at the rate of \$25 per bag or a minimum charge of \$25 per incident.
6. Neither **TENANTS** nor their guests shall throw cigarette butts on the grounds, paving, decks and porches. If **TENANT** or guests of **TENANT** does throw cigarette butts in any such places, the **TENANT(S)** responsible will be charged at the rate of \$25 per bag or a minimum charge of \$25 per incident.
7. No ash can, garbage can, wood box, kitchen supplies, ice, laundry, furniture or other articles whatsoever shall be placed on the decks, staircases, or landings, with the exception of deck furniture on rear decks. No articles shall be hung from the windows or placed upon the window sills.
8. The commodes and other water apparatus such as dishwashers and garbage disposals shall not be used for any other purpose other than that for which they are constructed nor shall any sanitary napkins, tampons, disposable diapers, sweepings, rubbish, rags, paper towels, excessive food matter or any other improper articles be thrown into the same. Any damage resulting from misuse thereof shall be borne by the **TENANT** upon whose property it shall have been caused. In additions, **TENANT(S)** will be charged for any toilets and garbage disposals that have been clogged by foreign objects.
9. **TENANT** will regularly clean the lint filter on the dryer to prevent fire.
10. Garbage, refuse, and other waste matter shall be disposed of in the dumpster.
11. Recycled goods shall be placed in the recycling bin. Individual recycling containers shall never be kept on the decks, landings, stairs or any other exterior area.
12. **TENANT** will not add, remove, enter or change any locks. All lock changes must be requested in writing and completed by Copper Beech Townhomes. Unauthorized locks or doorknobs which are installed by the **TENANT** will be removed at **TENANT'S** expense.
13. **TENANT** shall inspect their smoke detector regularly and will be responsible for replacing batteries as needed. **LANDLORD** shall not be responsible for the malfunction of smoke detectors whether as a

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result of weak, defective or inoperable battery or otherwise. Should **TENANT** fail to keep a charged battery in the detector or permit the smoke detector to be damaged in any way, **TENANT** shall be assessed the sum of \$25.00 plus any municipal fines. **TENANT** shall also be responsible for care and maintenance of the fire extinguisher. The fire extinguisher will be charged when resident moves in and must remain charged during tenancy and upon vacating. If for some reason the fire extinguisher is discharged, **TENANT** must make arrangements with our maintenance office to recharge it. The cost of recharging the extinguisher will be billed to all residents of the unit.

14. **TENANT** will maintain a minimum temperature of 55 degrees F in all heated rooms of the dwelling at all times. Also, before leaving property for any extended period of time, **TENANT** shall provide for daily inspection of the property during cold periods. This inspection shall include checking on the heating system to insure that proper heat levels are being maintained. (KEROSENE BURNERS OR ANY TYPE OF AUXILIARY HEATERS ARE PROHIBITED). **TENANT** is responsible for any damage to unit that occurs because heat was turned below 55° F or off. **LANDLORD** may enter the leased premises to inspect service and maintain the heating system and water meters if necessary.
15. No sticky materials whatsoever or large nails, hooks, screws or string lights (such as holiday decorations) are to be put in/on walls or ceiling. Small nails (such as brads) may be used in walls to hang pictures. **TENANT** Agrees NOT to paint any portion of the unit and accepts responsibility for any costs associated with repainting in order to restore color, sheen or texture to its original condition (not withstanding normal wear and tear). **TENANT** will be responsible for painting labor and supply costs to repair any damage to walls and paint such as holes, smudges, dark marks, sticky materials, large nail holes, marks on ceiling and any other painting costs exceeding normal wear and tear. Wear and tear is defined as the natural fading or cracking or peeling of paint. **TENANT** will be responsible for the costs of all other painting or wall repairs performed in the premises. At or shortly before the time of move-out, the condition of the walls will be assessed and **TENANT** will be billed for any full paint job based on the condition of the apartment. This cost will be passed along to the **TENANT** as part of their move-out bill.
16. **TENANTS** shall furnish electric light bulbs and fluorescent starters.
17. Satellite dishes are not permitted on the property without prior, written approval and all installations must follow guidelines outlined by Copper Beech Townhomes.
18. All bicycles and motorcycles shall be kept in designated areas.
19. Window air conditioning units are not allowed. Any window units installed will be removed by **LANDLORD** and the cost of removal and repair of any damages will be the responsibility of the **TENANT**.
20. **TENANTS** are not permitted on roof tops.
21. **TENANT** agrees to give right of entry to pest control vendors when extermination is scheduled.
22. Notice shall be given to **LANDLORD** if the property is not going to be occupied for a period of time.
23. Water beds, halogen lamps, candles and charcoal grills are not permitted at any time.
24. If Gas or Electric grills are permitted by local ordinance, they may be used on the three and four bedroom unit townhomes however grills MUST be placed on a pad which is certified for grill use to protect the decking from stainage, burns, etc. If grease stainage or burn marks are evident on the deck because of the use of a grill, **TENANT** will be billed the cost of pressure washing or repairing the deck and **TENANT** will be barred from any future use of a grill on the premises. Grills must also be placed on the deck no less than 10 feet away from the building to protect the building from smoke, heat or fire damage in the event of a flare-up. **TENANT** agrees to be held responsible for any smoke or fire damage caused as a result of the use of a grill. **TENANT** must supervise their grill at all times when in use and must keep water or a fire extinguisher handy while the grill is in use. Portable or table-top grills may not be used at any time due to potential fire hazards. All grills on the premises are subject to approval from management. **LANDLORD** may require the removal of any grill which it

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deems does not comp' with the grill regulations or which cou' compromise the safety of the building or the **TENANTS**.

25. Beer kegs may not be brought to the property, or **TENANT** will be fined \$600.00.
26. **TENANT** agrees to park in parking spaces with parking permit **permanently affixed to the rear window, in the lower left-hand corner. Do not obscure the permit or number in any way. If your permit is unreadable or is not affixed to the rear window the vehicle may be towed at the owner's expense. In the event your rear window has tint. Your parking permit must be placed in the lower left-hand of the front windshield and be visible.** **TENANT(S)** may not park on the grass at any time. **TENANT(S)** may not park any vehicles in the visitor spaces at any time. Visitors may only park on premises while visitor is physically on premises. Visitor parking may not be longer than two (2) days. Visitors must park in designated visitor parking spaces or the car may be towed. Loss of a parking permit will result in a \$100 fee to be paid by the unit which was assigned the lost permit. Cars cannot be parked in fire lanes, along curbs, near dumpsters, behind another car, or any location other than designated parking spaces. Any cars parked in undesignated areas will be towed at owner's expense. **TENANT** is responsible for informing their guests of all policies contained in this lease. All vehicles must be roadworthy and operable and must display valid license and inspection.
27. **TENANT** must use an ironing board when ironing clothes. At no time should the **TENANT** place a hot or warm iron on the carpet. If carpet is burned by any means (iron, cigarette burns, candles, etc.) the ENTIRE carpet will be replaced at **TENANT'S** expense.
28. **TENANT** may not move into the property until the security deposit, redecoration fee, and first month's rent has been paid and all utilities have been placed in **TENANT'S** with the utility companies. **TENANT** will provide confirmation number from water and electric company prior to moving into unit.
29. ALL UTILITY BILLS MUST BE PLACED INTO YOUR NAME BY YOUR LEASE START DATE AND REMAIN IN YOUR NAME, UNTIL YOUR EXACT LEASE EXPIRATION DATE. AT NO TIME DURING YOUR LEASE SHOULD ANY UTILITIES BE DISCONNECTED. ELECTRIC CANNOT BE DISCONNECTED OR PUT INTO ANOTHER NAME AT ANY TIME PRIOR TO THE DATE YOUR LEASE EXPIRES. IF, DURING THE TIME OF YOUR RENTAL AGREEMENT UTILITIES ARE TAKEN OUT OF YOUR NAME, A \$100.00 CHARGE WILL BE ASSESSED AND THE **LANDLORD** WILL HAVE THE SERVICE TERMINATED.
- LANDLORD** IS NOT RESPONSIBLE FOR INCREASES TO UTILITY BILLS THAT MAY RESULT FROM LEAKS OR DAMAGE THAT ARE NOT PROMPTLY REPORTED TO **LANDLORD**.
30. **TENANT** agrees that **TENANT** will NOT keep any animal/pet on the leased premises. **TENANT** agrees that **TENANT** WILL NOT ALLOW **TENANT'S** family, guests, or others to have animals/pets on the leased premises. The **TENANT** acknowledges that any violation of the Copper Beech "No Pet Agreement" will result in damage charges being assessed by Copper Beech including, but not limited to, damage to carpeting, and furniture. Allergens shall be considered damages. Carpets and fabric items will be replaced if a pet is in the unit for any period of time. **Illegal Pets includes all pets except for FISH which may be in a tank no larger than 25 Gallons.**
31. Occupancy shall be limited to the person(s) named on the Lease Agreement. Local ordinances provide for over-occupancy, which constitutes a zoning violation, which may be subject to fines and/or criminal punishment. **TENANT(S)** are specifically advised of the existence of this ordinance and should any violation occur or be alleged to have occurred, **TENANT(S)** agree to pay all fines, court costs, and attorney's fees associated with such violations or alleged violations whether a conviction results or not. **TENANT(S)** will be charged \$200.00 per illegal occupant. **TENANT** further agrees to remove any illegal occupants immediately. If illegal occupants are not removed by 9am any day thereafter, **TENANT** will be charged an additional fee of \$250 per day per illegal occupant. If illegal occupants have not been removed within five days of the initial violation, **TENANT** will be considered to have broken the lease and **LANDLORD** may exercise its rights as outlined in Section 17 of this lease.

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32. As stated in your lease you may not sublet or assign your apartment without your **LANDLORD's** written approval. Sublet and assignment fees are \$125.00 per sublet and \$225.00 per assignment. The prospective **TENANT** must fill out and submit an application and an application fee of \$30 to **LANDLORD**. A violation of this sublet procedure will result in a \$500 charge per incident and any non-authorized parties will be evicted. All **TENANTS** and Sublette's must sign the sublet agreement, and a security deposit transfer agreement.
33. **TENANT** is responsible for inside phone line connections for single and multiple lines.
34. Rent is to be paid by one check or **TENANT(S)** will be charged a fee of \$10.00 for each additional check per incident. All checks should be mailed to the following address:
- Copper Beech Townhomes  
200 Tupelo Drive  
Morgantown, WV 26508
35. Misuse of fire alarms by **TENANTS** or **TENANTS** guests will result in a fine to the **TENANTS** of \$1000.00 plus any municipal charges.
36. **LANDLORD** will accept packages in the office in the event that **TENANT** is not home. **LANDLORD** will hold packages for up to 14 days. **LANDLORD** is not responsible for the condition of the package or its contents. Any packages are not picked up within 14 calendar days will be returned to sender. **LANDLORD** is not responsible for lost packages.
37. **LANDLORD** does not provide security. Call the police department if you have any issues or witness suspicious activity. **TENANT** is responsible for his/her own safety and security.
38. PEST CONTROL: **TENANT** agrees to report any pest issues to **LANDLORD** for necessary remediation. It is the responsibility of the **TENANT** to keep the house clean; if **TENANT** consistently lives in an unsanitary environment, **TENANT** acknowledges and accepts that **LANDLORD** is limited in its ability to address the pest situations, and **TENANT** waives the right to hold **LANDLORD** responsible for continual issues. When inhabiting the Unit, **TENANT** agrees to inspect the house for fleas, bedbugs and termites to the best of **TENANT'S** ability. After **TENANT** has returned the Move-In Inspection Form, and if **TENANT** has not made mention of the aforementioned pests, **TENANT** will be responsible for remediation. If **TENANT** is found responsible for the infestation, **TENANT** will be charged for the testing and remediation of all infected units.
39. Occasional maintenance issues arise and shuttle services is not guaranteed. **TENANT** should contact office staff early enough that alternative plans can be made. **LANDLORD** will always endeavor to provide alternatives as quickly as possible.
40. All inside stair, front porch and back deck railings and banisters are to be used only for their intended purposes. **TENANT** and guest(s) shall not lean against, sit on, stand on, or in any other way misuse or abuse these railings or banisters. **LANDLORD** is not responsible for injury or loss of any kind resulting from misuse of stair, porch and deck railings and banisters. Any loose railings or banisters shall be reported to **LANDLORD** immediately for repair.
41. **TENANT(S)** will be charged according to the following rate schedule for mishaps and violations of the rules and regulations of the community:

a.	Illegal Pets Minimum Charge	\$ 2,500.00 (unfurnished), \$3,500.00 (furnished)
b.	Check returned from bank	\$ 35.00
c.	Lockout after Office Hours	\$ 50.00
d.	Late Rent Fee	\$ 5.00 per day
e.	Late Water/Sewer Fee	\$ 5.00 per day
f.	Replacement Door Key	\$ 25.00
g.	Lock Change	\$ 100.00
h.	Replacement Mail Key	\$ 25.00
i.	Replacement Parking Permit	\$ 100.00

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j.	Replacement F Pass	\$ 100.00
k.	Failure to Pay Rent in One Check	\$ 10.00 per additional check
l.	Beer Keg Violation	\$ 600.00 per incident
m.	Noise Violation	\$ 200.00 per incident
n.	Damage to Property's Amenities	Actual cost of repairs + 15% Administrative Fee
o.	Occupancy violation	Initial Charge is \$ 200 per person not on lease occupying townhome. Other charges will continue to incur if appropriate action isn't taken
p.	Failure to follow sublet procedure	\$ 500.00
q.	Fire alarm misuse	\$1,000.00
r.	Early utility turnoff	\$100.00
	Each additional month	\$50.00
r.	Failure to vacate at end of lease	\$25.00 per hour for each additional hour (\$200 maximum for 1 <sup>st</sup> day). Additional charges will continue to incur if unit is not vacated

## CHECK OUT PROCEDURE

1. Notify LANDLORD in advance of your exact moving date.
2. All extinguished light bulbs and dead 9-volt smoke alarm batteries must be replaced by TENANTS.
3. Return all keys, parking permits and bus passes to the LANDLORD when you vacate the premises. Do not leave any of these items in the rental unit. Failure to return parking permit and bus pass will result in a \$100 fee each for replacement. Failure to return all keys will result in a lock change charge in addition to a replacement key charge. All keys, parking permits and bus passes must be returned on or before the expiration of your lease and may not be mailed in at a later date. No refunds will be given for any items returned after the move-out date.
4. Carpet must be left in neat and clean appearance and free of spots, stains, burns, rips or other visible damage. Should the carpet be left in a condition beyond normal wear and tear, LANDLORD will have the carpets professionally steam cleaned at TENANTS' expense. If carpet replacement is deemed necessary, TENANT will be charged full replacement cost
5. All other floors, furniture, appliances, light fixtures, baseboards, window screens, etc should be vacuumed and in the same condition as move-in, less normal wear and tear. Any damage to such items beyond wear and tear will be repaired or replaced at TENANT'S expense.
6. Burner pans, smoke detector batteries, and spent light bulbs must be replaced by TENANTS. Do not turn refrigerator off, simply defrost and turn to lowest setting. Mini blinds must be cleaned or if damaged replaced.
7. Remove all personal effects, food and trash. All personal items and furnishings remaining at the end of the lease are considered abandoned and will be donated or disposed of at LANDLORD's discretion. Removal of remaining items will be charged at TENANT'S expense.
8. Exterior of the property must be clean and free of debris. This includes porches, decks, steps, and grounds adjacent to your unit. Any debris found will be charged at TENANT'S expense.
9. Upon vacating do not turn the air conditioning below 70° F.
10. If TENANT fails to vacate at the end of the lease term or early termination all items will be removed by LANDLORD within 24 hours of lease termination. Any TENANT(S) that fails to vacate at the termination of the lease shall be charged \$25 per hour, with a \$200 maximum charge for the first day. TENANT will be charged an additional \$600 for each day thereafter if the unit has not been vacated and released to LANDLORD by 9am. TENANT will also be charged for removal of any belongings left in the unit. TENANT will be charged for any actual incremental costs incurred by LANDLORD relative to rush orders with supplies or vendors, overtime for vendors, lodging and per diems for new TENANTS who are delayed because of the holdover of the unit by TENANT.

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Security deposit, less any necessary deductions, will be returned in one check payable to the following **TENANT** at the address indicated below. If one or more of the **TENANTS** listed on this lease signs a renewal lease for the same premises, all security deposit balances, unpaid charges and unpaid rent will carry forward with the renewal lease and the applicable **TENANTS** listed on that lease. Any statements or estimates of damage or damage costs made by **LANDLORD** or **LANDLORD's** representative are subject to correction or modification before final security deposit accounting. If no forwarding address is given, the check will be sent to the leased property. A complete list of possible move-out charges can be obtained from the property office.

Debra Long  
**NAME**  
Rt. 5 Box 117L  
**STREET**  
Bridgeport, WV, 26330  
**CITY/STATE/ZIP**

**CHARGES WILL BE MADE AGAINST YOUR SECURITY DEPOSIT IF THE ABOVE PROCEDURES ARE NOT FOLLOWED. ALSO, ALL DAMAGES BEYOND NORMAL WEAR AND TEAR WILL BE DEDUCTED FROM YOUR SECURITY DEPOSIT.**

I acknowledge that I have read the above lease agreement, rules, regulations, and check-out procedures and will abide by the same.

**DATE**      **SIGNATURE OF LANDLORD :**

1/28      [Signature]

**DATE**      **SIGNATURE OF TENANT(S) :**

1-23-13      [Signature]  
1-23-13      [Signature]

**DATE**      **SIGNATURE OF TENANT(S) :**

1-23-13      [Signature]  
1/23/13      [Signature]

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Date: 7/16/2013

## Resident Ledger

Code	10008205	Property	26	Lease From	8/13/2010
Name	Jordan Smith-C	Unit	Y10001	Lease To	8/6/2012
Address	1104 26th Street Apt 3	Status	Past	Move In	8/13/2010
City St. Zip	Vienna, WV 26105	Rent	1392	Move Out	8/6/2012
		Phone(O)		Phone(H)	

EXHIBIT  
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Date	Description	Charge	Payment	Balance	Chg/Rec
1/13/2010	chk# 138 Lindsey Walck Redec Fee		200.00	(200.00)	274196
1/13/2010	chk# 1010 Stacy Tritt Redec Fee		400.00	(600.00)	274198
1/19/2010	Cleaning & Redecoration Fee				
8/13/2010	Rent	600.00		0.00	299615
8/13/2010	chk# 2606 Lindsey Walck (r0017506) - aug rent - chk 2606	1,437.00		1,437.00	427972
9/1/2010	rent (09/2010)		1,437.00	0.00	384424
9/2/2010	chk# 1129 Tritt sept, oct, nov rent - chk 1129	1,437.00		1,437.00	444502
9/30/2010	chk# 1133 Stacy Tritt oct rent payment ck#1133		5,269.00	(3,832.00)	405217
10/1/2010	rent (10/2010)		479.00	(4,311.00)	419375
11/1/2010	rent (11/2010)	1,437.00		(2,874.00)	462941
11/1/2010	chk# 051 Stacy Tritt nov rent ck#1051	1,437.00		(1,437.00)	483152
11/12/2010	activity fee (Lindsey, Walck)		479.00	(1,916.00)	434023
11/12/2010	chk# 0193 Lindsey Walck (r0017506) activity fee ck#0193	150.00		(1,766.00)	493730
12/1/2010	rent (12/2010)		150.00	(1,916.00)	442047
12/7/2010	chk# 1042 Jordan Smith (r0017505) pre pay rent	1,437.00		(479.00)	501457
1/1/2011	rent (01/2011)		479.00	(958.00)	457026
1/4/2011	chk# 8929316-47 Jordan Smith (r0017505) jan rent ref#8929316-47	1,437.00		479.00	517806
1/27/2011	chk# 0199 Lindsey Walck (r0017506) feb-july rent for (Stacy & Lindsey) ck#0199		479.00	0.00	472202
2/1/2011	rent (02/2011)		5,748.00	(5,748.00)	482567
2/4/2011	chk# 1043 Jordan Smith (r0017505) feb rent ck#1043	1,437.00		(4,311.00)	538195
2/17/2011	Application Fee (Derick Russell)		479.00	(4,790.00)	489597
2/17/2011	Activity Fee (Derick Russell)	30.00		(4,760.00)	572497
2/17/2011	chk# 509 Derick Russell (r0017505) act, app fee ck#509	75.00		(4,685.00)	572498
3/1/2011	rent (03/2011)		105.00	(4,790.00)	512929
3/3/2011	chk# 1047 Jordan Smith (r0017505) March Rent Ck#1047	1,437.00		(3,353.00)	562232
3/29/2011	chk# 1048 Jordan Smith April rent CHK#1048		479.00	(3,832.00)	504716
4/1/2011	rent (04/2011)		479.00	(4,311.00)	529199
5/1/2011	rent (05/2011)	1,437.00		(2,874.00)	574822
6/1/2011	rent (06/2011)	1,437.00		(1,437.00)	601962
6/3/2011	chk# 1051 Smith June rent chk#1051	1,437.00		0.00	615656
7/1/2011	rent (07/2011)		958.00	(958.00)	556298
		1,437.00		479.00	629676



7/5/2011	late fee	25.00		504.00	639175
7/5/2011	chk# 15772177-44 Jordan Smith July Rent Ref# 15772177-44		479.00	25.00	573766
7/12/2011	chk# 0209 Lindsey Walck (r0017506) Late fee payment check# 0209		25.00	0.00	575611
8/1/2011	rent (08/2011)	1,437.00		1,437.00	648373
8/1/2011	rent (08/2011)	1,392.00		2,829.00	648374
8/1/2011	chk# 0210 Lindsey Walck (r0017506) Aug. Rent check# 0210		1,407.00	1,422.00	590914
8/5/2011	Prog Gen. Reverse for chg# 648373 Charged Incorrect amount	(1,437.00)		(15.00)	655731
8/31/2011	chk# 0214 Lindsey Walck (r0017506) Sept-Jan for Lindsey Sept Rent for Russell and Smith Check# 0214		3,293.00	(3,298.00)	609712
9/1/2011	rent (09/2011)	1,392.00		(1,906.00)	681488
10/1/2011	rent (10/2011)	1,392.00		(514.00)	700364
10/3/2011	chk# 652 Derick Russell (r0017505) Oct Rent Check# 652		1,407.00	(1,921.00)	636369
11/1/2011	rent (11/2011)	1,392.00		(529.00)	714232
12/1/2011	rent (12/2011)	1,392.00		.863.00	736644
12/5/2011	late charge	25.00		888.00	743833
12/5/2011	chk# 18216740-44 Jordan Smith December Rent Ref# 18216740-44		469.00	419.00	676525
12/20/2011	chk# 18434224-44 Jordan Smith January Rent Ref# 18434224-44		419.00	0.00	694302
12/30/2011	chk# 5222 Derick Russell (r0017505) January rent check# 5222		479.00	(479.00)	688535
1/1/2012	rent (01/2012)	1,392.00		913.00	752730
1/5/2012	late charge	25.00		938.00	760674
1/9/2012	late fee x 4 days	20.00		958.00	760675
1/9/2012	chk# 18858557-44 Jordan Smith January rent ref# 18858557-44		469.00	489.00	694952
2/1/2012	rent (02/2012)	1,392.00		1,881.00	770747
2/1/2012	chk# 658 Derick Russell (r0017505) Feb rent check# 658		1,407.00	474.00	706051
2/1/2012	chk# 0221 Lindsey Walck (r0017506) Feb Rent check# 0221		2,814.00	(2,340.00)	706685
3/1/2012	rent (03/2012)	1,392.00		(948.00)	787089
3/16/2012	New Mail key	25.00		(923.00)	796800
3/16/2012	chk# 1091 Jordan Smith Mail Key check# 1091		25.00	(948.00)	735376
4/1/2012	rent (04/2012)	1,392.00		444.00	805123
5/1/2012	rent (05/2012)	1,392.00		1,836.00	820932
5/3/2012	chk# 665 Derick Russell (r0017505) May rent check# 665		479.00	1,357.00	769600
5/26/2012	chk# 22479862-44 Jordan Smith June Rent Ref# 22479862-44		948.00	409.00	781264
5/26/2012	chk# 22479882-44 Jordan Smith June Rent Ref# 22479882-44		444.00	(35.00)	781274
6/1/2012	rent (06/2012)	1,392.00		1,357.00	842377
6/5/2012	chk# 667 Derick Russell (r0017505) June and July Rent Payment Check # 667		938.00	419.00	789187
6/11/2012	Late Fees	55.00		474.00	847996
6/19/2012	chk# 1096 Jordan Smith June Rent Check # 1096		474.00	0.00	793104
7/1/2012	rent (07/2012)	1,392.00		1,392.00	857476
7/17/2012	July Late Fees	80.00		1,472.00	865865
8/6/2012	Repair-Drywall, Throughout	50.00		1,522.00	902583
8/6/2012	Replace-Drip Pans	28.00		1,550.00	902584
8/6/2012	Replace-Shower-head in Bdrm C	18.00		1,568.00	902585



## Move Out Statement

Date: 7/16/2013

Code	10008205	Property	26	Lease From	08/13/2010
Name	Jordan Smith-C	Unit	Y10001	Lease To	08/08/2012
Address	1104 26th Street Apt 3	Status	Past	Move In	08/13/2010
		Rent	1,392.00	Move Out	08/08/2012
City	Vienna, WV 26105			Notice	01/26/2012
Telephone	(O)-() - (H)-() -				

Date	Description	Charge	Payment	Balance	Chg/Rec
	Balance as of 08/01/2012			1,472.00	
08/06/2012	Repair-Drywall Throughout	50.00		1,522.00	902583
08/06/2012	Replace-Drip Pans	28.00		1,550.00	902584
08/06/2012	Replace-Shower head in Bdrm C	18.00		1,568.00	902585
08/06/2012	Replace-Outlet cover in kitchen	5.00		1,573.00	902586
08/06/2012	Replace-Outlet cover in bdrm b	5.00		1,578.00	902587
08/06/2012	Trash-Remove white board, end bottle opener, and key holder from wall	50.00		1,628.00	902588
08/06/2012	Furniture-Resurface Coffee Table	70.00		1,698.00	902589
08/06/2012	Furniture-Replace Kitchen Chairs (2)	80.00		1,778.00	902590
08/06/2012	Furniture-Replace Futon	95.00		1,873.00	902591
10/25/2012	Collections Fee	22.00		1,895.00	940400

★ If your account shows a balance due, and the balance is not paid in full within fourteen (14) days of the postmark date of this document, your account will be subject to a \$22.00 Account Recovery Fee and sent to our collection agency.

You must respond to this notice by mail within 7 days after receipt of same, otherwise you will forfeit the amount claimed for damages.

**EXHIBIT  
C**

1. Joshua Puller -C  
48 Shult Court, Unit 100508  
Charles Town, WV 25414

## BALANCE DUE NOTIFICATION

### Detail of Unpaid Charges

Charge Date	Charge	Charge Amount	Amt Paid	Amount Due
05/09/2014	Flooring (carpet/vinyl) replacement of living room carpet	668.00	0.00	668.00
06/09/2014	Paint above and beyond normal wear and tear	668.00	386.51	281.49
06/09/2014	Replace blinds on back door	38.00	0.00	38.00
06/09/2014	Replace drip pans on stove	28.00	0.00	28.00
06/09/2014	Replace light bulb in Bdrm A bathroom	5.00	0.00	5.00
06/09/2014	Replace light bulb in Bdrm B	5.00	0.00	5.00
06/09/2014	Replace light bulb in Bdrm C	5.00	0.00	5.00
06/09/2014	Replace light bulbs in Bdrm A (2)	10.00	0.00	10.00
06/09/2014	Replace light bulbs in living room (2)	10.00	0.00	10.00
06/09/2014	Trash removed from kitchen and hallway, rug from back deck, decal removal from Bdrm C, removal of mini-fridge from Bdrm D and personal items in Bdrm D	175.00	0.00	175.00
Total				1,225.49



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It is very important that you remit the full amount due for all of these charges **immediately** in order to keep your account from being forwarded to collections. Please be advised, if your account is forwarded to collections your account will be charged an additional \$22.00 collection fee. All accounts with remaining balances will be forwarded to collections 02/25/2015.

Thank you in advance for correcting this matter promptly. Feel free to contact us with any questions you may have concerning your account.

Thank You,  
Management

Please remit payment to:

Copper Beech Townhomes  
200 Tupelo Drive  
Morgantown, WV 26508  
304-292-7970

# CopperBeech

TOWNHOMES

Date : 2/23/2015

## Resident Ledger

Code	<u>t0027233</u>	Property	<u>26</u>	Lease From	6/14/2013
Name	Joshua Puller -C	Unit	<u>T00508</u>	Lease To	6/9/2014
Address	48 Shult Court	Status	Past	Move In	6/14/2013
		Rent	1596	Move Out	6/9/2014
City St. Zip	Charles Town, WV 25414	Phone(O)-		Phone(H)-	(304) 240-1720

Date	Description	Charge	Payment	Balance	Chg/Rec
3/30/2013	Activity Fee	300.00		300.00	<u>1049550</u>
3/30/2013	Application Fee	120.00		420.00	<u>1049551</u>
3/30/2013	Security Deposit	796.00		1,216.00	<u>1049552</u>
3/30/2013	Cleaning & Redecoration Fee	800.00		2,016.00	<u>1049553</u>
4/1/2013	chk# 14-649598874 Joshua Puller Move in Fees Check # 14-649598874		375.00	1,641.00	<u>995006</u>
4/1/2013	chk# 14-655672587 Joshua Puller Move in Fees Check # 14-655672587		755.00	886.00	<u>995008</u>
4/1/2013	chk# 14-649598875 Joshua Puller Move in Fees Check # 14-649598875		370.00	516.00	<u>995009</u>
4/28/2013	chk# 14-680262317 Joshua Puller Move in Fees Check # 14-680262317		129.00	387.00	<u>1009494</u>
4/28/2013	chk# 14-680262319 Joshua Puller Move in Fees Check # 14-680262319		129.00	258.00	<u>1009495</u>
4/28/2013	chk# 14-680262320 Joshua Puller Move in Fees Check # 14-680262320		129.00	129.00	<u>1009496</u>
4/28/2013	chk# 14-680262318 Joshua Puller Move in Fees Check # 14-680262318		129.00	0.00	<u>1009498</u>
6/14/2013	Rent	1,596.00		1,596.00	<u>1093422</u>
6/14/2013	chk# 7218 Chelsea Slade (r0046596) June Rent Check # 7218		399.00	1,197.00	<u>1044087</u>
6/14/2013	chk# 14-713672388 Joshua Puller June Rent Check # 14-713672388		399.00	798.00	<u>1044097</u>
6/14/2013	chk# 1707 Don Hartlaub June Rent Check # 1707		399.00	399.00	<u>1044100</u>
6/14/2013	chk# 14-713672301 Maranda Scott June Rent Check # 14-713672301		399.00	0.00	<u>1044108</u>
6/28/2013	chk# 14-720894474 Joshua Puller July Rent Check # 14-720894474		399.00	(399.00)	<u>1049134</u>
7/1/2013	rent (07/2013)	1,596.00		1,197.00	<u>1099110</u>
7/1/2013	chk# 14-713672704 Maranda Scott July Rent Check # 14-713672704		399.00	798.00	<u>1052383</u>
7/4/2013	chk# 7227 Chelsea Slade - UC (r0046596) July Rent Check # 7227		399.00	399.00	<u>1055330</u>
7/12/2013	:Convenience Fee for Receipt Ctrl # -1060622	16.00		415.00	<u>1112391</u>



7/12/2013	Late Fee	60.00	475.00	<u>1170318</u>
7/12/2013	chk# 1760287 Credit Card On-Line Payment ; Tatiana Roberts - UC(r0046594) ;;Payment Method- Credit	415.00	60.00	<u>1060622</u>
7/23/2013	chk# 14-720895179 Chelsea Slade - UC (r0046596) August Rent Check # 14-720895179	399.00	(339.00)	<u>1063549</u>
8/1/2013	rent (08/2013)	1,596.00	1,257.00	<u>1125473</u>
8/2/2013	chk# 14-733990949 Maranda Scott - UC (r0046595) August Rent Check # 14-733990949	399.00	858.00	<u>1075058</u>
8/4/2013	chk# 14-733990946 Joshua Puller August Rent Check # 14-733990946	399.00	459.00	<u>1078435</u>
8/15/2013	Late Fee	75.00	534.00	<u>1170319</u>
8/15/2013	chk# 129 Tatiana Roberts - UC (r0046594) August Rent Check # 129	399.00	135.00	<u>1085989</u>
8/15/2013	chk# 14-733990411 Maranda Scott - UC (r0046595) August Rent Check # 14-733990411	399.00	(264.00)	<u>1086026</u>
8/15/2013	chk# 14-733990410 Maranda Scott - UC (r0046595) August Rent Check # 14-733990410	399.00	(663.00)	<u>1086027</u>
8/27/2013	chk# 14-733990722 Maranda Scott - UC (r0046595) September Rent Check # 14-733990722	399.00	(1,062.00)	<u>1091131</u>
9/1/2013	rent (09/2013)	1,596.00	534.00	<u>1147301</u>
9/4/2013	chk# 14-752542821 Chelsea Slade - UC (r0046596) September Rent Check # 14-752542821	399.00	135.00	<u>1102109</u>
9/4/2013	chk# 14-749973604 Joshua Puller September Rent Check # 14-749973604	399.00	(264.00)	<u>1102242</u>
9/9/2013	chk# 14-752542957 Tatiana Roberts - UC (r0046594) September Rent Check # 14-752542957	399.00	(663.00)	<u>1106653</u>
9/12/2013	Multiple Check Fees for July, August and September	80.00	(583.00)	<u>1170317</u>
10/1/2013	rent (10/2013)	1,596.00	1,013.00	<u>1177049</u>
10/3/2013	chk# 14-778519744 Chelsea Slade - UC (r0046596) October Rent Check # 14-778519744	399.00	614.00	<u>1126494</u>
10/3/2013	chk# 14-778519743 Tatiana Roberts - UC (r0046594) October Rent Check # 14-778519743	399.00	215.00	<u>1126496</u>
10/5/2013	Multiple Check Fee	20.00	235.00	<u>1299455</u>
10/5/2013	chk# 14-778519896 Joshua Puller October Rent Check # 14-778519896	399.00	(164.00)	<u>1127616</u>
11/1/2013	rent (11/2013)	1,596.00	1,432.00	<u>1203343</u>
11/4/2013	chk# 14-778520734 Chelsea Slade - UC (r0046596) November Rent Check # 14-778520734	399.00	1,033.00	<u>1148490</u>
11/4/2013	chk# 14-778520733 Tatiana Roberts - UC (r0046594) November Rent Check # 14-778520733	399.00	634.00	<u>1148515</u>
11/4/2013	chk# 14-794227543 Joshua Puller December Rent Check # 14-794227543	149.00	485.00	<u>1155491</u>
11/11/2013	chk# 00000986 Josh Puller November Rent Check # 00000986	250.00	235.00	<u>1154111</u>
12/1/2013	Rent (12/2013)	1,596.00	1,831.00	<u>1237125</u>
12/5/2013	chk# 107 Joshua Puller December Rent Check # 107	1,596.00	235.00	<u>1172706</u>
1/1/2014	Rent (01/2014)	1,596.00	1,831.00	<u>1258481</u>
1/4/2014	chk# 0000 Maranda Scott - UC (r0046595) January Rent Check # 0000	1,596.00	235.00	<u>1199328</u>
1/10/2014	Over Cap, Elec 12.04-1.02.14	168.25	403.25	<u>1271285</u>
2/1/2014	Rent (02/2014)	1,596.00	1,999.25	<u>1279441</u>

2/3/2014	chk# 132 Tatiana Roberts - UC (r0046594) February Rent Check # 132	1,676.00	323.25	<u>1222926</u>
2/10/2014	over cap elec 01/03/2014-02/03/2014	195.12	518.37	<u>1297395</u>
2/18/2014	Mutiple Check Fees for November	30.00	548.37	<u>1299228</u>
2/18/2014	Late Fee for November	75.00	623.37	<u>1299229</u>
2/18/2014	:Prog Gen Reverse for chg# 1299229 charged in error	(75.00)	548.37	<u>1299453</u>
2/18/2014	Late Fee for November	55.00	603.37	<u>1299454</u>
3/1/2014	Rent (03/2014)	1,596.00	2,199.37	<u>1309256</u>
3/1/2014	chk# 133 Tatiana Roberts - UC (r0046594) March Rent Check # 133	603.36	1,596.01	<u>1245074</u>
3/4/2014	chk# 134 Tatiana Roberts - UC (r0046594) March Rent Check # 134	1,596.00	0.01	<u>1247936</u>
3/13/2014	over cap elec 02/04/14-03/04/14	174.41	174.42	<u>1320332</u>
4/1/2014	Rent (04/2014)	1,596.00	1,770.42	<u>1333512</u>
4/4/2014	chk# 135 Tatiana Roberts - UC (r0046594) April Rent Check # 135	1,596.00	174.42	<u>1269756</u>
4/10/2014	Late Fees	50.00	224.42	<u>1350291</u>
4/11/2014	Over Cap, Elec 3.05-4.03.14	112.64	337.06	<u>1350460</u>
4/18/2014	Late charge Late Fee, 13 days @ \$5.00/day	65.00	402.06	<u>1353121</u>
5/1/2014	Rent (05/2014)	1,596.00	1,998.06	<u>1371156</u>
5/5/2014	chk# 138 Tatiana Roberts - UC (r0046594) Payment toward Balance CK # 138	162.00	1,836.06	<u>1294937</u>
5/6/2014	chk# 137 Tatiana Roberts - UC (r0046594) May Rent CK # 137	1,197.00	639.06	<u>1291499</u>
5/7/2014	chk# 104 Joshua Puller May Rent CK # 104	399.00	240.06	<u>1293087</u>
5/16/2014	Over Cap, Elec 04/04-05/02/14	149.43	389.49	<u>1376073</u>
5/16/2014	chk# 139 Tatiana Roberts - UC (r0046594) Overages CK# 139	180.00	209.49	<u>1297568</u>
5/20/2014	Late Fees	100.00	309.49	<u>1377660</u>
6/9/2014	:Deposit credit	(796.00)	(486.51)	<u>1435398</u>
6/9/2014	Unit Cleaning above normal wear and tear	100.00	(386.51)	<u>1435399</u>
6/9/2014	Paint above and beyond normal wear and tear	668.00	281.49	<u>1435400</u>
6/9/2014	Replace light bulbs in living room (2)	10.00	291.49	<u>1435401</u>
6/9/2014	Replace drip pans on stove	28.00	319.49	<u>1435402</u>
6/9/2014	Replace blinds on back door	38.00	357.49	<u>1435403</u>
6/9/2014	Replace light bulbs in Bdrm A (2)	10.00	367.49	<u>1435404</u>
6/9/2014	Replace light bulb in Bdrm A bathroom	5.00	372.49	<u>1435405</u>
6/9/2014	Replace light bulb in Bdrm B	5.00	377.49	<u>1435406</u>
6/9/2014	Replace light bulb in Bdrm C	5.00	382.49	<u>1435407</u>
6/9/2014	Trash removed from kitchen and hallway, rug from back deck, decal removal from Bdrm C, removal of mini fridge from Bdrm D and personal items in Bdrm D	175.00	557.49	<u>1435408</u>
6/9/2014	Flooring (carpet/vinyl) replacement of living room carpet	668.00	1,225.49	<u>1435409</u>